

Modified: 15 December 2016

Terms and Conditions of Use of the DIRISA Storage Facility

1. Privacy Notice

1.1 In order to register as a user of any of the DIRISA you must provide us with certain personal information. In addition, when you use certain features of DIRISA, you may disclose other personal information that will be recorded.

1.2 We collect the following personal information during registration:

Name, telephone number, email address, ORCID ID and affiliation.

1.3 We collect the following items of your personal information from you when you voluntarily disclose it while using any of DIRISA services:

Any media (photographs, videos, audio, etc.) of yourself that you upload.

1.4 When you use any of the DIRISA services the following personal information is automatically collected from you (this will always be recorded without you having to do anything):

Your IP address, browser and operating system information;

The dates and times you use DIRISA services;

1.5 We use this personal information in order to contact you regarding our services incase of improvements.

1.6 We may send you service announcements/administrative messages/newsletters/other information in connection with your use of the our service. You can manage the nature and volume of communications you receive from us by emailing dirisa@csir.co.za.

1.7 We will not use your personal information for any other purpose unless we obtain consent from you to do so or unless it is lawful for us to do so, or we are compelled by law to do so.

1.8 You can access this personal information at any time by browsing your profile.

1.9 In order to provide any of the DIRISA service we may make use of third party service providers who may have access to your personal information, however, such third parties are contractually bound to keep this information confidential and to protect it appropriately and in accordance with the law.

1.10 We do not share this personal information in identifiable form with other third parties unless we obtain your permission or are required to do so by law.

1.11 If we are obliged by law to share your personal information with a third party, we will notify you if it is lawful to do so.

1.12 In certain instances, we will remove identifiers from personal information and share it with third parties. In such instances, this information will be anonymous as it will not be possible to link it back to you.

1.13 In order to protect your data from unauthorised access and other information security threats, we have put measures in place to secure it.

1.14 Access to DIRISA services by users, such as yourself, is controlled by use of a username and password.

1.15 As a user of DIRISA you warrant that you will only upload/store/process the personal information of other individuals as permitted by law (we suggest that you obtain legal advice if you are unsure).

1.16 The CSIR will not be held liable for any unlawful content/data that you place on DIRISA storage. Where we are made aware of unlawful content/data, or where we are required to under the law, we may remove such content/data. In certain instances, we may be obliged to report such content/data to law enforcement authorities.

1.17 In the event that a state of emergency or disaster is declared, your personal information may, where lawful, be made available to law enforcement or other government authorities.

1.18 The CSIR retains the right, within the parameters of the law, to remove content/data, disable accounts, and work with law enforcement agencies when we reasonably believe there is an imminent risk of harm or direct threat to public safety or security.

1.19 Some third party services may be available to you via the DIRISA services. The use of third party services is entirely at your own risk and the CSIR makes no guarantee as to the security or privacy of personal information when using third party services. It is your responsibility to ensure you understand the terms and conditions of any third party service before you make use of it.

1.20 If there is a conflict between these terms and conditions and any other CSIR or DIRISA privacy notice these terms and conditions will apply.

2. Modifying and Terminating DIRISA Services

2.1 We are constantly changing and improving our services. We may add or remove functionality and/or features, and we may suspend or stop a service altogether.

2.2 You can end your licence by deleting such content from the Services, or generally by closing your account, except to the extent you shared it with others as part of the DIRISA service and they copied or stored it. Data may be retained by us if there is a lawful and justifiable reason to do so.

2.3 We believe that you own your data and preserving your access to such data is important. If we discontinue any of the DIRISA services, where reasonably possible, we will give you reasonable notice and the opportunity to retrieve your data from our storage.

2.4 The CSIR is under no obligation to continue storing any data or to provide a user with a copy of their data once an account has been closed or a licence has been terminated – except to the extent required by law.

3. Disclaimer

3.1 To the extent permitted by law, the CSIR excludes all liability to you as the user and any person and/or legal entity for any consequences, including but not limited to, all claims losses, damages, costs, expenses and any other compensation, arising directly or indirectly from the use of the DIRISA system (in part or in whole) and any information, data or material contained in it or arising from it or functionality made available through it.

3.2 To the extent permitted by law, you the user indemnify the CSIR against all liability for any consequences, including but not limited to, all claims losses, damages, costs, expenses and any other compensation incurred by you or any other third party, arising directly or indirectly from the use of the DIRISA system (in part or in whole) and any information, data or material contained in it or arising from it or functionality made available through it.

3.3 The CSIR will try to maintain a high availability rate of DIRISA services on a best-effort basis and but cannot guarantee system availability.

3.4 DIRISA data/content is backed up regularly, however, the CSIR will not, to the extent permissible by law, be held liable for any damages or losses occurring as a result of any information/data/content loss.

3.5 To the extent permitted by law, the CSIR excludes all warranties.

4. About this Privacy Policy

4.1 We reserve the right to modify these terms and conditions or any additional terms and conditions that apply to DIRISA to, for example, reflect changes to the law or changes to DIRISA. You will be notified and required to accept the new terms and conditions, which will not apply retrospectively, in order to continue to use DIRISA.

4.2 DIRISA services may have additional terms and conditions specified. If there is any inconsistency between these terms and conditions and the additional terms and conditions, the additional terms and conditions will prevail to the extent of the inconsistency.

4.3 The laws of South Africa will apply to all aspects of any dispute arising out of or relating to these terms and conditions or the use of the DIRISA service.